

Exhibit 5
(Redacted)
(Previously Filed Under Seal as Dkt. 434)

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FI Contract Number:		FI LR# 33073

AMENDMENT TWO TO SOFTWARE LICENSE AND SERVICES AGREEMENT

This Amendment Two (the “**Amendment Two**”) is effective as of December 28 2006 (the “**Amendment Two Effective Date**”) and amends the Software License and Services Agreement entered into on June 30, 2006, as amended on August 1, 2006 (collectively the “**Agreement**”) by and between Fair Isaac Corporation (“**Fair Isaac**”) and Chubb and Sons, a division of Federal Insurance Company (“**Client**”).

WHEREAS, the Agreement provided for a Divisional Enterprise License for certain Fair Isaac Products known as Blaze Advisor Development and Blaze Advisor Deployment; and

WHEREAS, under the Agreement, Client was given an option to expand the license granted in the Agreement to an Enterprise-Wide License; and

WHEREAS, Client wishes to exercise the Enterprise-Wide License option.

NOW THEREFORE, the parties agree to amend the Agreement as set forth below.

1. As of the Amendment Two Effective Date, the scope of the licenses granted to Client under the Agreement is amended as outlined herein. All previous licenses granted to Client under the Agreement shall be terminated and superseded by the license granted herein.

Product	Item #	Initial Term	Scope/Quantity	Price	Total
Blaze Advisor Development Platform: JAVA and .Net	280-DVLI-03	Perpetual	Enterprise-Wide		
Blaze Advisor Deployment Platform: JAVA and .Net	280-DPLI-03	Perpetual	Enterprise-Wide		
Documentation for Blaze Advisor: <ul style="list-style-type: none">User guide (available in HTML or PDF)	N/A	Perpetual	1 set		
To receive 100% Credit for license fees paid under the Agreement, please email blaze@ibm.com with the following information: Total License and First Year Support and Maintenance Fee for the Agreement					
Support and Maintenance Fee for Blaze Advisor Software:	280-OOMN-08	Initial Term: One year	Set forth in Exhibit B to the Agreement		
TOTAL LICENSE AND FIRST YEAR SUPPORT AND MAINTENANCE					

*If Client has paid any support and maintenance fees under the Agreement, those amounts received by Fair Isaac and applicable to periods after the date of this Amendment Two shall be deducted from the first year support and maintenance fees listed above. The Client's anniversary date for support and maintenance renewals shall be the Amendment Two Effective Date.

EXHIBIT
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For purposes of this Amendment Two, the Enterprise-Wide License shall mean that Client and its Affiliates may use the Fair Isaac Product for their internal business purposes, with no limitation on the number of Seats or CPUs, subject to and in accordance with all of the provisions of the Agreement. "Affiliates" shall mean any other entity directly or indirectly controlled by Client, where "control" means the ownership of more than 50% of the aggregate of all voting interests (representing the right to vote for the election of directors or other managing authority) in an entity. Such other entity is an Affiliate only during the period that such "control" exists. Client shall at all times be responsible for its Affiliates' use of the Fair Isaac Products.

2. PAYMENT

2.1 License Fees. Client agrees to pay the license fees described above according to the following schedule:

a) [REDACTED] shall be invoiced upon execution of this Amendment Two and paid in accordance with the payment terms set forth in the Agreement;

b) [REDACTED] shall be invoiced on October 15, 2007 and paid on or before November 30, 2007.

2.2 Maintenance Fees. Client agrees to pay the support and maintenance fees for the first year (subject to the note above) upon execution of this Amendment Two, and annually thereafter in advance while the maintenance term is in effect. Client agrees that the maintenance fee set forth above covers only the Blaze Advisor Enterprise-Wide license and does not cover any other licenses granted to Client under any other agreement.

3. MISCELLANEOUS. Unless otherwise indicated, capitalized terms used in this Amendment Two have the meanings given them in the Agreement. Except as expressly amended by this Amendment Two, the provisions of the Agreement continue in full force and effect. If there is a conflict between the Agreement and this Amendment Two, the terms of this Amendment Two control. This Amendment Two, together with the terms of the Agreement, constitute the full and entire understanding and agreement between the parties with regard to the subject matter hereof, and supersedes all prior or contemporaneous proposals and all other oral or written understandings, representations, conditions, and other communications between the parties relating to such subject matter, as well as the terms of all existing or future purchase orders and acknowledgements.

Fair Isaac and Client are signing this Amendment Two as of the Amendment Two Effective Date, notwithstanding the date of the parties' actual signatures.

FAIR ISAAC CORPORATION

**CLIENT – CHUBB & SON, A DIVISION OF
FEDERAL INSURANCE COMPANY**

By: _____

Name: _____

Title: _____

Date Signed: _____

Aaron Jaeger

Aaron Jaeger
Manager
Financial Planning & Analysis

12/28/06

By: _____

Name: _____

Title: _____

Date Signed: _____

June E. Drewry

June E. Drewry
CIO
12/27/2006



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Unless Client signs this Amendment and returns it to Fair Isaac by December 28, 2006, prices and terms are subject to change.